

INVOICING AND VENDOR PORTAL POLICY

(December 17, 2020)

This Invoicing and Vendor Portal Policy (the “Invoicing Policy”) is referenced by and integrated into the MaxMind End User License Agreement (“Agreement”) entered into by and between MaxMind, Inc. (“MaxMind”) and various licensees (each referenced to as “You”). Except to the extent otherwise expressly set forth in this Invoicing Policy, this Invoicing Policy is governed by the terms and conditions of the Agreement in which it is referenced. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. GENERAL

You may pay any amounts due under the Agreement through MaxMind’s online checkout system which is available through your MaxMind account portal. All payments made through the online checkout system must be made in advance. MaxMind’s online checkout system accepts Visa, MasterCard, American Express, Discover and PayPal. Receipts for payments made through the online checkout system will be available to you in the account portal after processing.

If you would prefer to receive an invoice or to use the Ariba Network or Coupa vendor portals and your order meets the minimum requirements described in Section 2(a) (Minimum Purchase), you can provide that information as part of the onboarding process when you create your MaxMind account. Following the onboarding process, if you want to switch to invoicing or using a vendor portal, please email sales@maxmind.com.

If you are tax exempt, please send a completed exemption certificate to: tax-exemptions@maxmind.com.

2. ELIGIBILITY

(a) Minimum Purchase.

MaxMind will only issue you an invoice or participate in a vendor portal if your purchase meets the following minimums:

- (1) You are purchasing a minimum of 12 months of updates for a GeoIP Database, or
- (2) You are purchasing a minimum of \$500 United States Dollars of Web Service queries.

For any transaction that does not meet one of these minimums, you will need to pay through MaxMind’s online checkout process.

(b) Participation is at MaxMind’s Sole Discretion.

MaxMind reserves the right to refuse to issue you an invoice or to allow you to use a vendor portal for any reason and at MaxMind’s sole discretion. Without limitation, reasons that MaxMind might refuse to issue an invoice to you could include: (i) if you have a history of late payments, (ii) if MaxMind has concerns about your ability to make a payment when it is due, or (iii) if you send MaxMind a purchase order in a form that is unacceptable to MaxMind.

If MaxMind refuses to allow you to pay via invoice or through a vendor portal, you will need to pay in advance through MaxMind's online checkout process.

3. **INVOICES**

- (a) If you have not previously received invoices from MaxMind you will need to provide certain information in MaxMind's Customer Information Form.
- (b) If you send MaxMind a purchase order with your own terms and conditions, none of those terms and conditions will apply to your licensing of MaxMind's Services or your payment obligations. MaxMind reserves the right to reject any purchase order or similar form which creates any ambiguity concerning which terms are applicable to your licensing agreement with MaxMind.
- (c) All purchase orders must be in English, with currency in United States Dollars, or they will not be accepted.
- (d) When your purchase order is accepted, an invoice will be sent to the billing contact. Additionally, a percentage of the order will be advanced to the account. Once MaxMind receives payment for the invoice, the remainder of the order will be added to your account.
- (e) MaxMind accepts payment for invoices by check, ACH, or wire transfer. If you are paying by ACH, payment notification **must** be sent to accounts@maxmind.com. Wire transfer payments require prior agreement, as there is a \$30 fee required for payment by wire transfers.
- (f) All payments are due within thirty (30) days of the issuance of the invoice.
- (g) If any fee payment is not received by MaxMind within five (5) business days of the due date, you shall be obligated to pay late charges on the unpaid amount from the due date in an amount equal to the lesser of (i) one percent (1%) per month, or (ii) the maximum amount permitted by applicable law, calculated on a daily basis. In addition, if you fail to make fee payments on time, you shall pay to MaxMind all of MaxMind's costs and expenses, including legal costs and reasonable attorneys' fees, incurred by MaxMind in collecting any fee payments due.

4. **VENDOR PORTALS**

- (a) MaxMind uses the Ariba Network and Coupa Vendor Portals. MaxMind may agree to use a different vendor portal at MaxMind's sole discretion. Typically, MaxMind will only agree to use a different vendor portal for a high-volume customer or if many customers have requested the same vendor portal.
- (b) The terms applicable to Invoices set forth in Section 3 (Invoices) apply to any invoices issued through a vendor portal.
- (c) None of the terms and/or conditions printed or otherwise appearing or referenced in connection with any vendor portal shall be applicable to the license of the Services except for those terms and conditions concerning specific details on matters such as date, location and quantity, provided that such terms and conditions are not inconsistent with the terms and conditions set forth in the Agreement. Any other preprinted, standard, or posted terms and conditions in any media (including, without limitation, terms that are incorporated into any vendor portal registration process; terms incorporated into a shrink-wrap or click-wrap agreement; online terms of use; or terms where acquiescence, approval or agreement requires a mouse click or an electronic signature) shall be of no force and effect and shall not be effective, incorporated into, nor construed to amend the terms of this Agreement. MaxMind reserves the right to reject any

purchase order or other administrative tool which, in MaxMind's reasonable judgment, creates any ambiguity concerning which terms are applicable to this Agreement.

5. SPECIAL BILLING ARRANGEMENTS

If you have reached or agreed to a certain consistent and significant level of monthly service usage for Web Services, MaxMind may extend special billing arrangements allowing you to pay for Web Services in arrears (i.e., retroactively). If MaxMind chooses to extend a special billing arrangement to you, which decision shall be made in MaxMind's sole discretion, MaxMind shall provide you with written notice of the extension of special billing arrangements along with the billing arrangement payment schedule.

If MaxMind provides you with a written notification that includes special billing arrangements, then to the extent there are direct conflicts between the terms of MaxMind's written notification and the terms of this Invoicing Policy, the terms of the written notice from MaxMind will control.

If you fail to make fee payments in accordance with the special billing arrangement, as reasonably determined by MaxMind, MaxMind has the right to terminate your special billing arrangements and reinstate the advance payment requirement for your account. MaxMind may take such action with or without advance notice to you.